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CHURCH OF SCIENTOLOGY INTERNATIONAL
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
13 not-for-profit religious)
corporation;)

14 Plaintiff,)
15)

16 vs.)

17 GERALD ARMSTRONG; DOES 1)
through 25, inclusive,)

18 Defendants.)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

Case No.

DECLARATION OF
LAWRENCE E. HELLER
IN SUPPORT OF MOTION
FOR PRELIMINARY
INJUNCTION

RECEIVED

FEB 3 1992

HUB LAW OFFICES

WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

1 was not counseled regarding the settlement by cross-defendants or
2 their attorneys.

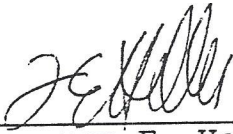
3 5. At the signing of the agreement, I had a videotape done
4 to memorialize what was occurring. I also asked Armstrong
5 specific questions regarding his understanding of the settlement
6 and of the conditions under which he was signing the agreement.
7 The videotape, which is attached hereto as Exhibit 1, is a true
8 depiction of what occurred. Armstrong was relaxed and happy and
9 joked about his unusual signature. He manifested no reservations
10 about the signing whatsoever. He also acknowledged that: 1) his
11 attorney had explained the legal and factual ramifications of the
12 documents to him; 2) he understood what he was signing and had no
13 questions about it; 3) he knew it was a settlement of litigation
14 with all of his attorney's clients involved in similar litigation
15 at the same time; 4) he had read and comprehensively reviewed the
16 documents; and 5) he was not suffering any duress or coercion in
17 connection with signing them.

18 6. During the negotiations there was discussion of non-
19 disclosure provisions on the part of both sides. It was
20 explained to Armstrong's counsel that the terms could not include
21 a non-disclosure provision by the Church parties as to Armstrong.
22 The reason for this provision not being possible was that
23 Armstrong would walk away from the settlement with the money he
24 received and not have any future problems, but the Church parties
25 would still be left with the prior declarations and other
26 statements provided by Armstrong to parties hostile to the
27 Church. There was no way to know when and where his prior
28 statements might surface in the future. The Church parties

1 therefore needed to be able to use the information they had
2 regarding Armstrong, to be able to rebut Armstrong's earlier
3 statements. For that reason, no non-disclosure obligation of the
4 Church parties with respect to Armstrong was included in the
5 agreement.

6 I declare under penalty of perjury that the foregoing is
7 true and correct.

8 Executed at Beverly Hills, California, this ____ day of
9 January 1992.

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11 _____
12 Lawrence E. Heller
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